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Attorney Docket No.: 021117-000100US

Assistant Commissioner for Patents Washington, D.C. 20231

COPY OF PAPERS  
ORIGINALLY FILED

on Jan-28, 2002

By:

Julia Taylor Clough

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Michael D. Doyle, et a.

Application No.: 09/844,790

Filed: April 26, 2001

For: SYSTEM AND METHOD FOR  
GRAPHICAL INDICIA FOR THE  
CERTIFICATION OF RECORDS

Examiner: Unassigned

Art Unit: 2131

PETITION FOR FILING PATENT  
APPLICATION UNDER 37 CFR §1.47:  
APPLICATION BY ASSIGNEE WHEN A  
JOINT INVENTOR REFUSES TO SIGN OR  
CANNOT BE FOUND

Assistant Commissioner for Patents  
Washington, D.C. 20231

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The above-cited application was filed without signed §1.63 declarations.

Inventors, Robert Hamilton and Marc Perrone, refuse to sign a §1.63 declaration and/or cannot be found. The inventors are under obligations to sign the declarations at the request of the assignee of the signing inventors' interests. The inventors have not responded to attempted communications so it is not known whether they have been found or not.

Therefore, applicants petition that they be allowed to proceed with prosecution of this application without Robert Hamilton's and Marc Perrone's signatures, as allowed under 37 CFR §1.47.

Requirements of 37 CFR §1.47(b)

37 CFR §1.47(b) allows an assignee to file an application on behalf of an inventor who refuses to execute an application for a patent. The requirements are that the assignee 1) show sufficient proprietary interest in the matter, and 2) submit a petition including a) proof of the pertinent facts, b) a showing that such action is necessary to preserve the rights of the parties or to prevent irreparable damage, c) the fee required by §1.17(h), and d) the last known addresses of the inventors. These requirements are satisfied below.

1. Proprietary Interest

The attached Protective Agreements show that, in consideration for further employment and other benefits, Robert Hamilton and Marc Perrone agreed that inventions

conceived or made while employed by Proofspace, Inc. are the sole and exclusive property of Proofspace, Inc. Further, the inventors and agreed to execute documents (see paragraph H of the agreement) requested by Proofspace, Inc. to protect Proofspace, Inc.'s patent rights.

Therefore, since Proofspace, Inc. has all title to the application and invention, they have a proprietary interest in this matter.

2. Petition Under §1.47(b)

Proofspace, Inc. requests that the present paper be considered a petition satisfying the requirements of 37 USC §1.47(b).

a) Proof of Pertinent Facts

Each of the inventors signed a "Protective Agreement" conveying rights and creating obligations with respect to the above-referenced patent application. Copies are provided with this Petition.

The undersigned is informed by one of Proofspace, Inc.'s former principals, Mike Doyle, that the inventors departed the company on less than friendly terms and appear to be adverse to Proofspace, Inc.'s interests. The undersigned attempted to contact the inventors by telephone and did not receive a return telephone call at the time of filing this Petition. Nor was there an indication on the outgoing phone messages that the inventors were reachable through the corresponding telephone numbers. The telephone number attempted for Robert Hamilton was 708-660-9792. The telephone number attempted for Marc Perrone was 415-332-7577.

b) The Action is Necessary to Preserve Rights

This petition is necessary to preserve the rights of Proofspace, Inc., since otherwise patent protection for an invention developed for Proofspace, Inc. at their expense cannot be obtained. The assignee has a right to have this patent examined, and allowing the prosecution of this patent to proceed without the signatures of Robert Hamilton and Marc Perrone is necessary to preserve that right.

c) Required Fee

Please charge the fee required by §1.17(h) for this petition, \$130, as well as any additional required fees, or credit any overpayment, to this firm's Deposit Account #20-1430. Two copies of this petition are enclosed.

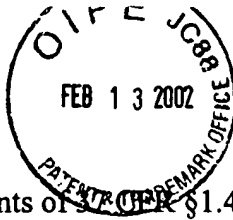
d) The Last Known Addresses of the Inventors

The last known addresses of the signing inventors are shown on those inventors' declarations. The last known addresses for Robert Harmilton and Marc Perrone are:

Robert G. Hamilton  
P. O. Box 888  
Oak Park, IL 60303

Marc C. Perrone  
2424 E. Beverly Rd.  
Shorewood, WI 53211

Michael D. Doyle, e  
Application No.: 09/844,790



PATENT  
Attorney Docket No.: 021117-000100US

The requirements of 37 CFR § 1.47 (b) have been met by this petition and accompanying documents, and therefore this petition should be granted and a filing date of April 26, 2001 granted. If the Patent Office has any questions, the undersigned can be reached at (415) 576-0200.

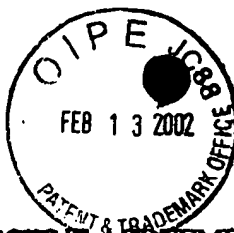
Respectfully submitted,

Charles J. Kulas  
Reg. No. 35,809

TOWNSEND and TOWNSEND and CREW LLP  
Two Embarcadero Center, 8<sup>th</sup> Floor  
San Francisco, California 94111-3834  
Tel: (415) 576-0200  
Fax: (415) 576-0300  
CJK/jtc  
SF 1312267 v1

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## PROTECTIVE AGREEMENT

THIS PROTECTIVE AGREEMENT is made and entered into as of the 23 day of August, 2000, by and between Robert Hamilton and ProofSpace, Inc. and each of its subsidiaries, affiliates, successors or assigns (collectively, ProofSpace, Inc. and each of its subsidiaries, affiliates, successors and assigns shall be referred to herein as the "Company").

1. I acknowledge and agree that solely by virtue of my employment with the Company, I will acquire "Confidential Information," as well as special knowledge of the Company's relationships with its customers, and that, but for my association with the Company, I will not have had access to the Confidential Information or knowledge of the relationships. As a condition precedent to the Company employing me, or continuing to employ me and as a condition precedent to the Company's granting me an option to purchase shares of its common stock under its Stock Option Plan (the "Option"), and as consideration for my employment or continued employment and the grant of the Option, I represent and warrant as follows:

A. I have voluntarily signed this Agreement after determining that the provisions contained in this Agreement are of a material benefit to me, and that the duties and obligations imposed on me are fair and reasonable and will not prevent me from earning a comparable livelihood following the termination of my employment with the Company.

B. I have read and fully understand the terms of this Agreement and have considered its benefits and consequences.

C. I agree that, during the time of my employment with the Company and for a period of one (1) year after the termination of my employment, whether voluntary or involuntary, I will not, directly or indirectly, except on behalf of the Company:

(1) contact, solicit or direct any person or entity to contact or solicit, any of the Company's customers or prospective customers for the purpose of providing any products and/or services that are the same as or similar to the products and services provided by the Company to its customers during the term of my employment or for the purpose of otherwise interfering with the business relationships between the Company and its customers or prospective customers; or

(2) solicit or accept if offered to me, with or without solicitation, on my own behalf or on behalf of any other person or entity, the services of any person who is an employee of the Company, nor solicit any of the Company's employees to terminate employment with the Company, nor agree to hire any employee of the Company into employment with me or any other person or entity; or

(3) enter into any agreement with any of the Company's customers or prospective customers to provide services or products that are the same as or similar to the services or products sold or made available by the Company; or

(4) become associated with any business, whether as an investor (excluding investments representing less than one percent (1%) of the common stock of a public company), lender, owner, stockholder, officer, director, employee, agent or in any other capacity, involved in the marketing or providing of services or products then constituting ten percent (10%) or more of the current year's (or most recent completed year's) annual revenues of the Company.

D. I acknowledge and agree that the scope described above is necessary and reasonable in order to protect the Company in the conduct of its business and that, if I become

employed by another employer, I will be required to disclose the existence of this Paragraph 1 to such employer and I consent to and the Company is given permission to disclose the existence of this Paragraph 1 to such employer.

E. For purposes of this Paragraph 1: (i) "customer" is defined as any person or entity that purchased any type of product and/or service from the Company or any person, partnership, alliance or other entity that is or was doing business with the Company or me within the twelve (12) month period immediately preceding termination of my employment; and (ii) "prospective customer" is defined as any person or entity contacted or solicited by the Company or me (whether directly or indirectly) or who contacted the Company or me (whether directly or indirectly) within the twelve (12) month period immediately preceding termination of my employment for the purpose of having such persons or entities become a customer of the Company.

F. I agree that both during my employment and thereafter I will not use for myself or disclose to any person not employed by the Company any "Confidential Information" of the Company acquired by me during my relationship with the Company, except where such disclosure is consented to, or approved by, the Company. I agree that "Confidential Information" includes but is not limited to: (1) any financial, engineering, business, planning, research, operations, services, products, technical information and/or know-how, organization charts, prototypes, formulas, production, marketing, pricing, sales, profit, personnel, customer, prospective customer, supplier, or other lists or information of the Company; (2) any papers, data, records, processes, techniques, systems, models, samples, devices, equipment, customer lists, or documents of the Company; (3) any confidential information or trade secrets of any third party provided to the Company in confidence or subject to other use or disclosure restrictions or limitations; and (4) any other information, written, oral or electronic, whether existing now or at some time in the future, which pertains to the Company's affairs or interests or with whom the Company does business. The Company acknowledges and agrees that Confidential Information does not include (a) information properly in the public domain, or (b) information in my possession prior to the date of my original employment with the Company.

G. During and after my employment, I will not remove from the Company's premises any documents, records, files, notebooks, reports, video or audio recordings, computer printouts, programs or software, price lists, microfilm, drawings, customer lists, or other similar documents containing Confidential Information, including copies thereof, whether prepared by me or others, except as my duty shall require, and in such cases, will promptly return such items to the Company. Upon termination of my employment with the Company, all such items including summaries or copies, then in my possession, will be returned to the Company immediately.

H. I recognize and agree that all ideas, inventions, patents, copyright designs, processes, enhancements, and other developments or improvements and any derivative works based thereon (the "Inventions") conceived by me, alone or with others, during the time of my employment, whether or not during working hours, that are within the scope of the Company's business operations, or that relate to any of the Company's work or projects, are the sole and exclusive property of the Company. I further agree that (1) I will promptly disclose all Inventions to the Company and hereby assign to the Company all present and future rights I have or may have in those Inventions; and (2) all of the Inventions eligible under the copyright laws are "work made for hire." At the request of and without charge to the Company, I will do all things deemed by the Company to be reasonably necessary to perfect title to the Inventions in the Company and to assist in obtaining for the Company such patents, copyrights or other protection as may be provided under law and desired by the Company, including but not limited to executing and signing any and all relevant applications, assignments, or other instruments. Notwithstanding the foregoing, I acknowledge that the Company has informed me that the provisions of this Paragraph H will not

apply to any Inventions for which no equipment, supplies, facility or trade secret information of the Company was used and which were developed entirely on my own time, unless (1) the Invention relates (i) to the business of the Company, or (ii) to actual or demonstrably anticipated research or development of the Company, or (2) the Invention results from any work performed by me for the Company.

I. I acknowledge and agree that all customer lists, supplier lists, and customer and supplier information, including, without limitation, addresses and telephone numbers, are and will remain the exclusive property of the Company, regardless of whether such information was developed, purchased, acquired, or otherwise obtained by the Company or by me. I agree to furnish to the Company on demand at any time during my employment, and upon termination of my employment, my complete list of the correct names and places of business and telephone numbers of all of its customers served by me, including all copies thereof wherever located.

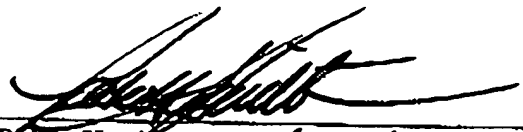
J. It is agreed that any breach of any of the covenants contained in this Paragraph I will result in irreparable harm and continuing damages to the Company and its business and that the Company's remedy at law for any such breach will be inadequate and, accordingly, in addition to any and all other remedies that may be available to the Company, any court of competent jurisdiction may issue a decree of specific performance or issue a temporary and permanent injunction, without the necessity of the Company posting bond or furnishing other security and without proving special damages or irreparable injury, enjoining and restricting the breach of any such covenant. I agree to pay all of the Company's costs and expenses, including reasonable attorneys' and accountants' fees, incurred in enforcing such covenants.

2. Nothing contained in this Agreement creates any right of employment or limits or restricts the Company's or my right to terminate my employment at any time with or without cause.


3. It is our intention that all provisions of this Agreement be enforced to the fullest extent permitted by law. If any provision of this Agreement is held to be illegal or unenforceable, such provision will be severable and the remaining provisions will remain in full force and effect. This Agreement contains the entire understanding and agreement between us with respect to this subject matter, and supersedes all prior oral and written agreements, if any, between us with respect to that subject matter.

4. This Agreement will be governed and construed in accordance with the laws of the State of Illinois, including the internal conflicts of law. I agree and consent to submit to personal jurisdiction in the State of Illinois in any state or federal court of competent subject matter jurisdiction situated in Cook County, Illinois.

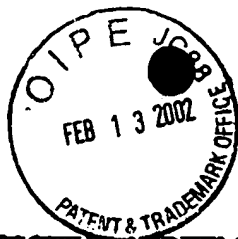
We have executed this Agreement on the day and year first above written.

  
Robert Hamilton  
4/23/00

PROOFSPACE, INC.

By:   
Name: JANET M. VIANE  
Title: COO

(Employee)



## PROTECTIVE AGREEMENT

THIS PROTECTIVE AGREEMENT is made and entered into as of the 27<sup>th</sup> day of September, 2000, by and between Marc Perrone and ProofSpace, Inc. and each of its subsidiaries, affiliates, successors or assigns (collectively, ProofSpace, Inc. and each of its subsidiaries, affiliates, successors and assigns shall be referred to herein as the "Company").

1. I acknowledge and agree that solely by virtue of my employment with the Company, I will acquire "Confidential Information," as well as special knowledge of the Company's relationships with its customers, and that, but for my association with the Company, I will not have had access to the Confidential Information or knowledge of the relationships. As a condition precedent to the Company employing me, or continuing to employ me and as a condition precedent to the Company's granting me an option to purchase shares of its common stock under its Stock Option Plan (the "Option"), and as consideration for my employment or continued employment and the grant of the Option, I represent and warrant as follows:

A. I have voluntarily signed this Agreement after determining that the provisions contained in this Agreement are of a material benefit to me, and that the duties and obligations imposed on me are fair and reasonable and will not prevent me from earning a comparable livelihood following the termination of my employment with the Company.

B. I have read and fully understand the terms of this Agreement and have considered its benefits and consequences.

C. I agree that, during the time of my employment with the Company and for a period of one (1) year after the termination of my employment, whether voluntary or involuntary, I will not, directly or indirectly, except on behalf of the Company:

(1) contact, solicit or direct any person or entity to contact or solicit, any of the Company's customers or prospective customers for the purpose of providing any products and/or services that are the same as or similar to the products and services provided by the Company to its customers during the term of my employment or for the purpose of otherwise interfering with the business relationships between the Company and its customers or prospective customers; or

(2) solicit or accept if offered to me, with or without solicitation, on my own behalf or on behalf of any other person or entity, the services of any person who is an employee of the Company, nor solicit any of the Company's employees to terminate employment with the Company, nor agree to hire any employee of the Company into employment with me or any other person or entity; or

(3) enter into any agreement with any of the Company's customers or prospective customers to provide services or products that are the same as or similar to the services or products sold or made available by the Company; or

(4) become associated with any business, whether as an investor (excluding investments representing less than one percent (1%) of the common stock of a public company), lender, owner, stockholder, officer, director, employee, agent or in any other capacity, involved in the marketing or providing of services or products then constituting ten percent (10%) or more of the current year's (or most recent completed year's) annual revenues of the Company.

D. I acknowledge and agree that the scope described above is necessary and reasonable in order to protect the Company in the conduct of its business and that, if I become

employed by another employer, I will be required to disclose the existence of this Paragraph 1 to such employer and I consent to and the Company is given permission to disclose the existence of this Paragraph 1 to such employer.

E. For purposes of this Paragraph 1: (i) "customer" is defined as any person or entity that purchased any type of product and/or service from the Company or any person, partnership, alliance or other entity that is or was doing business with the Company or me within the twelve (12) month period immediately preceding termination of my employment; and (ii) "prospective customer" is defined as any person or entity contacted or solicited by the Company or me (whether directly or indirectly) or who contacted the Company or me (whether directly or indirectly) within the twelve (12) month period immediately preceding termination of my employment for the purpose of having such persons or entities become a customer of the Company.

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G. During and after my employment, I will not remove from the Company's premises any documents, records, files, notebooks, reports, video or audio recordings, computer printouts, programs or software, price lists, microfilm, drawings, customer lists, or other similar documents containing Confidential Information, including copies thereof, whether prepared by me or others, except as my duty shall require, and in such cases, will promptly return such items to the Company. Upon termination of my employment with the Company, all such items including summaries or copies, then in my possession, will be returned to the Company immediately.

H. I recognize and agree that all ideas, inventions, patents, copyright designs, processes, enhancements, and other developments or improvements and any derivative works based thereon (the "Inventions") conceived by me, alone or with others, during the time of my employment, whether or not during working hours, that are within the scope of the Company's business operations, or that relate to any of the Company's work or projects, are the sole and exclusive property of the Company. I further agree that (1) I will promptly disclose all Inventions to the Company and hereby assign to the Company all present and future rights I have or may have in those Inventions; and (2) all of the Inventions eligible under the copyright laws are "work made for hire." At the request of and without charge to the Company, I will do all things deemed by the Company to be reasonably necessary to perfect title to the Inventions in the Company and to assist in obtaining for the Company such patents, copyrights or other protection as may be provided under law and desired by the Company, including but not limited to executing and signing any and all relevant applications, assignments, or other instruments. Notwithstanding the foregoing, I acknowledge that the Company has informed me that the provisions of this Paragraph H will not



apply to any Inventions for which no equipment, supplies, facility or trade secret information of the Company was used and which were developed entirely on my own time, unless (1) the Invention relates (i) to the business of the Company, or (ii) to actual or demonstrably anticipated research or development of the Company, or (2) the Invention results from any work performed by me for the Company.

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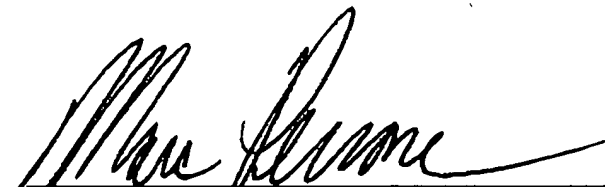
J. It is agreed that any breach of any of the covenants contained in this Paragraph I will result in irreparable harm and continuing damages to the Company and its business and that the Company's remedy at law for any such breach will be inadequate and, accordingly, in addition to any and all other remedies that may be available to the Company, any court of competent jurisdiction may issue a decree of specific performance or issue a temporary and permanent injunction, without the necessity of the Company posting bond or furnishing other security and without proving special damages or irreparable injury, enjoining and restricting the breach of any such covenant. I agree to pay all of the Company's costs and expenses, including reasonable attorneys' and accountants' fees, incurred in enforcing such covenants.

2. Nothing contained in this Agreement creates any right of employment or limits or restricts the Company's or my right to terminate my employment at any time with or without cause.


3. It is our intention that all provisions of this Agreement be enforced to the fullest extent permitted by law. If any provision of this Agreement is held to be illegal or unenforceable, such provision will be severable and the remaining provisions will remain in full force and effect. This Agreement contains the entire understanding and agreement between us with respect to this subject matter, and supersedes all prior oral and written agreements, if any, between us with respect to that subject matter.

4. This Agreement will be governed and construed in accordance with the laws of the State of Illinois, including the internal conflicts of law. I agree and consent to submit to personal jurisdiction in the State of Illinois in any state or federal court of competent subject matter jurisdiction situated in Cook County, Illinois.

We have executed this Agreement on the day and year first above written.

  
\_\_\_\_\_  
Marc Perrone

PROOFSPACE, INC.

By:   
Name: JANET M. ULANE  
Title: CEO

(Employee)